



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Premier Engineering and Land Surveying, Inc., of Turlock, for Global Positioning System (GPS) Control Grid **(\$59,350)** and Appropriating Funds **(\$66,000)** to be Paid from Impact Fees

**MEETING DATE:** December 17, 2008

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a professional services agreement in the amount of \$59,350 with Premier Engineering and Land Surveying, Inc., of Turlock, for the planning and implementation of a horizontal control grid for the City of Lodi and appropriating funds in the amount of \$66,000 as shown below.

**BACKGROUND INFORMATION:** The purpose of this project is to establish a surveyed horizontal grid of control points as the basis for future recorded maps and plats. The grid will primarily serve the newly annexed areas of the City that are expected to develop in the future. The slowdown in development activity presents an ideal time to implement this project because there are few, if any, maps in process. The grid will be located throughout the City of Lodi and adjacent areas, with a concentration on the outlying areas where future expansion is expected. This project will include the setting of approximately 24 control point monuments of First Order accuracy, which is the highest level of accuracy in surveying for measuring distances. When finished, a record of survey map will be filed with the County Surveyor and the City.

The City of Lodi has never had a control network. As a result, it has been difficult for the City to create and maintain the system mapping and to move forward on development of a Geographic Information System (GIS). With the implementation of this grid, all future mapping and surveys in the City of Lodi will be tied to the grid and, thereby, will insure mapping conformity between different projects. Most communities in the region have a surveyed control grid.

Several survey firms were informally interviewed with regard to experience, qualifications, approach, and cost. The informal interview approach was selected, in part, due to staffs inexperience with this type of specialized survey program. Premier Engineering and Land Surveying, Inc., presented the lowest cost strategic proposal to accomplish our primary objective to install a high quality monumented control network in the future expansion areas of the City.

**FISCAL IMPACT:** There will be a slight increase in cost for maintenance of permanent survey monuments.

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**APPROVED:**

  
Blair King, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Premier Engineering and Land Surveying, Inc., of Turlock, for Global Positioning System (GPS) Control Grid (\$59,350) and Appropriating Funds (\$66,000) to be Paid from Impact Fees  
December 17, 2008  
Page 2

**FUNDING AVAILABLE:** Requested Appropriation:

Water Impact Fees (182)	\$16,500
Wastewater Impact Fees (173)	\$16,500
Streets Impact Fees (332)	\$16,500
Storm Drain Impact Fees (326)	\$16,500

  
Kirk Evans, Budget Manager

  
F. Wally Sandelin  
Public Works Director

Prepared by Mark Chamberlain, Senior Engineering Technician – Survey

FWS/MC/pmf

Attachment

## **AGREEMENT FOR CONSULTING SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and PREMIER ENGINEERING AND LAND SURVEYING, INC. (hereinafter "CONSULTANT").

#### **Section 1.2 Purpose**

CITY selected the CONSULTANT to provide the conceptual design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for City of Lodi GPS Control Network Land Surveying Services project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY one full-size and mylar copy of the Record of Survey, monument descriptions, and the final GPS closure and network report. CONSULTANT shall establish up to 24 new monuments consisting of a 2 ½-inch brass disk set in a concrete pillar and monument box, as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

**Section 2.4 Staffing**

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

**Section 2.5 Subcontracts**

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1    Compensation**

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2    Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

### **Section 3.3    Costs**

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

### **Section 3.4    Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**S E I EOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 Responsibility for Damage**

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

**Section 4.3 No Personal Liability**

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.4 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

**Section 4.5 Insurance Requirements for CONSULTANT**

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 4.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

**Section 4.7 Attorney's Fees**

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.



#### **Section 4.8 Successors and Assigns**

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

#### **Section 4.9 Notices**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     F. Wally Sandelin, Public Works Director  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910

To CONSULTANT:       Premier Engineering & Surveying, Inc.  
                                     Kent Hysell, P.L.S., President  
                                     136 S. Center Street  
                                     Turlock, CA 95380

#### **Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

#### **Section 4.11 CONSULTANT is Not an Employee of CITY**

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

#### **Section 4.12 Termination**

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from

services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

**Section 4.13 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.14 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

**Section 4.15 Integration and Modification**

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

**Section 4.16 Applicable Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

By \_\_\_\_\_  
BLAIR KING  
CITY MANAGER

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

By \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
CITY ATTORNEY



By: \_\_\_\_\_

Its: \_\_\_\_\_

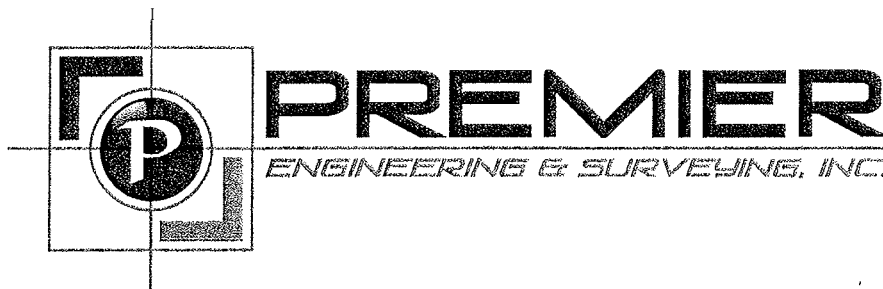


Exhibit A

RECEIVED

NOV 5 2008



CITY OF LODI  
PUBLIC WORKS DEPARTMENT

November 4, 2008

City of Lodi  
221 West Pine Street  
Lodi, CA 95240

**Attention:** Mr. Wally Sandelin, P.E.

**Reference:** City GPS Control Network  
Land Surveying Services (P08-268)

Dear Mr. Sandelin:

At your request, we are pleased to present this proposal to provide professional land surveying services to establish a GPS control network based on the California Coordinate System. Premier Engineering & Surveying, Inc. has been built on the foundation of over 40 years combined experience in the surveying and civil engineering industry. Premier is centrally located in downtown Turlock and currently has projects spanning from Sacramento to Bakersfield. The following outlines our understanding of the scope of work and our related professional fees:

## 1.0 INTRODUCTION

This proposal is for a project that involves land surveying services necessary to provide GPS control surveying services in Lodi, CA. Field surveys will be conducted utilizing existing First Order control monuments to establish the positions of approximately 24 monuments of which 17 existing monuments will be utilized and 7 new monuments will be installed. The new proposed monuments will either replace existing monuments that are of the nature not to hold the positions as surveyed or be placed at areas where there are no existing monuments to utilize. Most of the existing monuments utilized are at the centerline of the intersections or at section corners spaced at approximately 1 mile intervals. The new monuments will consist of a 2 1/2" brass disk set in a concrete pillar in a cast iron monument box.

Kent Hysell, P.L.S., President of our firm, has performed similar work establishing First Order control monuments for the Ninth Street Project in Modesto, CA, monument replacement for Caltrans along I-5, and also a 20,000 acre Santa Lucia Preserve control project in Monterey County. With over 25 years of surveying experience, Mr. Hysell would be an asset providing surveying services to this project.

Reference: **City of Lodi GPS Control Network  
Land Surveying Services**

## **2.0 SCOPE OF SERVICES**

### **2.1 Research**

- ❑ Premier will research existing First Order or better control monuments with reference to the North American Datum of 1983 (NAD 83) and North American Vertical Datum of 1988 (NAVD 88) to utilize as primary monuments and the basis of the survey.
- ❑ Premier will research existing monumentation that will encompass the City limits and areas of proposed growth to determine the monuments to be utilized as the City control network. Network will include approximately 24 monuments. (See attached map with proposed locations.)
- ❑ Premier will research locations of existing monuments so as not to have canopies of trees or other interferences that would create conflicts with GPS utilization.
- ❑ Premier will meet with the City to approve the proposed monuments and locations to be used in the survey and reference numbering system.

### **2.2 GPS Control Survey**

- ❑ Prepare a preliminary control network map for the control survey.
- ❑ Based on the monuments to be used for the establishment of the control network, perform a pre-plan survey to establish the times and locations for the occupation of the monuments.
- ❑ Establish traffic safety plan for the field survey.
- ❑ Perform a field survey utilizing four Trimble 5800 L1/L2 GPS receivers to collect data for the network vectors. Receivers will be calibrated prior to the survey. Multiple occupations, lengths of occupation, and redundancy necessary to achieve the First Order accuracy standards will be performed.
- ❑ Field data will be processed and vectors adjusted utilizing the Trimble Geomatics Office Ver. 1.63.
- ❑ A final closure report will be prepared with closures and process summary.

Reference: **City of Lodi GPS Control Network  
Land Surveying Services**

### **2.3 Record of Survey**

- ❑ A record of survey map will be prepared including the monuments used and set for the control survey. A survey summary will be included on the record of survey with the constraints used within the final adjustments.
- ❑ Monument descriptions with the names, latitudes, longitudes, ellipsoid heights, convergence angles, scale factors, and coordinates will be listed and included on the Record of Survey map.
- ❑ A final GPS closure and network report to include all of the vectors and constraints used will be prepared and submitted as part of the survey and record with the County Surveyor and also the City.

### **3.0 SCHEDULE**

Premier currently employs three (3) survey crews and three (3) support staff to assist with field and office survey services. The staff at Premier is readily available for this project and will begin within one week of receiving the notice to proceed.

The monumentation, field survey, and network computations will be complete within 90 days after the kick-off and coordination meeting with the City pending weather conditions.

The submittal of the record of survey map to the County will occur within 90 days from the kick-off and coordination meeting with the City. Processing and recordation will be based on the map checking turn-around from the County.

### **4.0 FEES**

Our lump sum fee for the completion of the services described above is \$59,350.00. Attached is our current hourly Fee Schedule.

### **5.0 GENERAL LIMITATIONS AND CONDITIONS**

In addition to any limitations and conditions noted in the other parts of this proposal, the following limitations and conditions apply to this work:

- 5.1** The offer to provide services at the rates indicated in this proposal expires if this proposal is not accepted by the Client within ninety (90) days after the date indicated near the top of the first page of this letter.

Reference: **City of Lodi GPS Control Network  
Land Surveying Services**

**5.2** Examples of items that are specifically excluded from this proposal include, but are not limited to:

- ☐ Geotechnical consulting and materials testing
- ☐ Design
- ☐ Topographic survey
- ☐ Additional monuments outside the 24 included within the survey proposal

Premier shall not be responsible for any costs associated with the above noted exclusions.

If the Client requests that Premier provide these services, Premier will provide an agreement. If directed in writing by the Client to provide these services with less than five business days notice before the work must be started, Premier will perform the work on a time and materials basis.

**5.3** The fee for the survey is based on the following assumptions:

- ☐ The Client must allow Premier to schedule the work such that the fieldwork is completed in reasonable weather for surveying.

We trust that this proposal is in order. However, please do not hesitate to contact us should you have any questions or if you need any additional information. We look forward to working with you on this project.

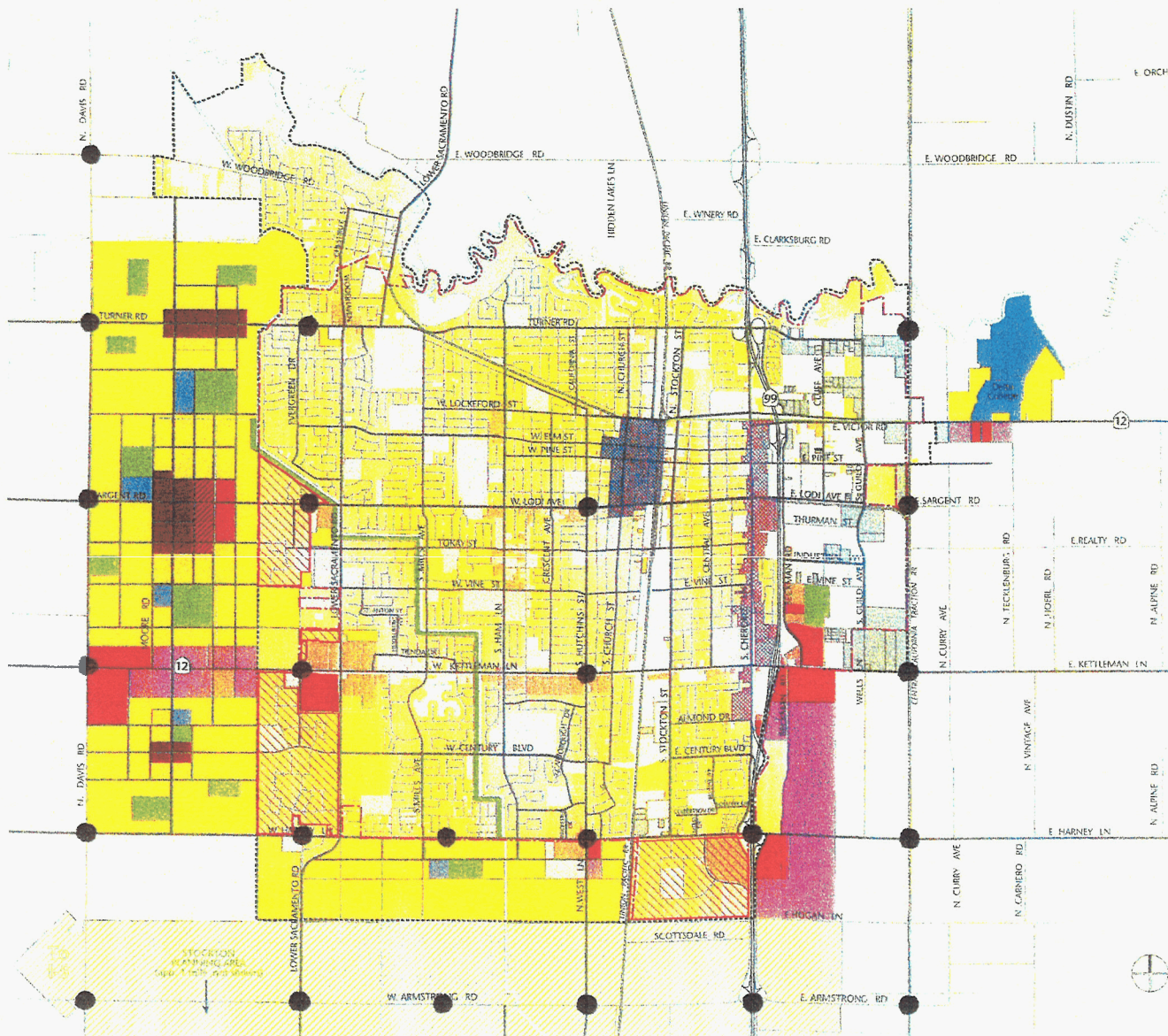
Sincerely,

**PREMIER ENGINEERING & SURVEYING, INC.**



Kent Hysell, P.L.S.  
President  
[khysell@premier-eng.net](mailto:khysell@premier-eng.net)

Enclosures



# CITY OF LODI PROPOSED GPS CONTROL NETWORK

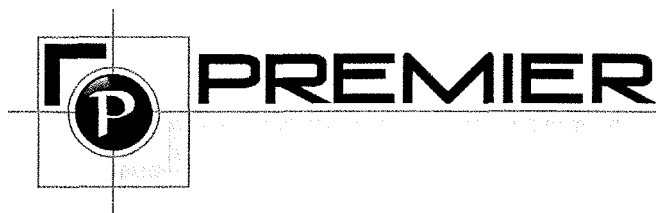
## LEGEND

● PROPOSED MONUMENT LOCATION



136 S. CENTER STREET, TURLOCK, CA 95380  
(209)276-6901 PHONE (209)216-6904 FAX





## 2008 FEE SCHEDULE

Compensation of Premier Engineering & Surveying, Inc. for work performed on time and materials basis will be computed as follows:

### **CIVIL ENGINEERING SERVICES and MAPPING**

### **\$ Hourly Rate**

President, Vice President.....	150.00
Sr. Project Manager.....	140.00
Project Manager, Sr. Project Surveyor.....	130.00
Project Surveyor.....	120.00
Sr. Project Engineer, Sr. Project Designer.....	110.00
Project Engineer, Project Designer.....	95.00
Engineering Associate, Survey Associate.....	90.00
Design Technician, Sr. CADD Technician.....	80.00
CADD Technician, Survey Technician.....	65.00
Jr. CADD Technician.....	55.00

### **PLANNING SERVICES**

Senior Planner.....	130.00
Planner.....	110.00
Assistant Planner.....	85.00
Planning Technician.....	55.00

### **FIELD SURVEY**

Field Supervisor.....	125.00
Field Coordinator.....	100.00
Survey Technician.....	85.00
Three Person Crew.....	230.00
Two Person Crew.....	175.00
One Person Crew.....	100.00

### **ADMINISTRATION**

Office Manager.....	80.00
Senior Administration.....	60.00
Clerical Assistant.....	40.00

### **MISCELLANEOUS FEES**

The following services are billed at our cost plus 15%:

- Subcontracted services.
- Map and Plan check fees or filing fees advanced by us.
- Transportation, meals and lodging for overnight travel and incidental travel expenses.
- Commercial delivery services, including Federal Express, Express Mail and Messenger Services.
- Excessive long distance telephone calls, telegrams, and other costs directly applicable to the project.
- Blueprint services and printing.

<b><u>MILEAGE</u></b> .....	.58.5¢/mile
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A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT FOR  
GLOBAL POSITIONING SYSTEM CONTROL GRID

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WHEREAS, the purpose of this project is to establish a new Survey Control Network as a basis of the proposed Geographic Information System (GIS) and for future recorded maps and plats; and

WHEREAS, the new network will have valid, current geodetic values for horizontal position, and it is expected that the validity of these values will be maintained through efficient Global Positioning System (GPS) surveying methods; and

WHEREAS, this project is located throughout the City of Lodi and adjacent areas, with a concentration on the outlying areas where future expansion is expected. This project will include the setting of approximately 24 monuments of First Order accuracy. When finished, a record of survey map will be filed with the County Surveyor and the City; and

WHEREAS, several survey firms were informally interviewed with regard to experience, qualifications, approach, and cost. Premier Engineering and Land Surveying, Inc., of Turlock, California, presented the lowest cost strategic proposal to accomplish the City's primary objective to install a high-quality monumented control network in the future expansion areas of the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for GPS control grid with Premier Engineering and Land Surveying, Inc., of Turlock, California, in the amount of \$59,350; and

BE IT FURTHER RESOLVED that funds in the amount of \$66,000 be appropriated from the Water Impact Fees, Wastewater Impact Fees, Streets Impact Fees, and Storm Drain Impact Fees for this project.

Dated: December 17, 2008

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I hereby certify that Resolution No. 2008-243 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 17, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce, and  
Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk